

RESOLUTION NO. _____, SERIES 2008

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL PROFESSIONAL SERVICE CONTRACT - (TEEN PREGNANCY PREVENTION INTERVENTION, INC. - \$23,436.00).

Sponsored By:

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

DEPARTMENT OF PUBLIC HEALTH AND WELLNESS

\$23,436.00 for a noncompetitively negotiated renewal Professional Service Contract with Teen Pregnancy Prevention Intervention, Inc. for professional medical services concerning family planning services from July 1, 2008 through June 30, 2009.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Jim King
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: 

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☒ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: **Teen Pregnancy Prevention Intervention, Inc.**
2. Address: **PO Box 2961**
3. City/ State & Zip: **Louisville, KY 40201**
4. Contact Person Name & Telephone Number: **Susan Barnett, PhD, 629-5004**
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing: **Yes**
8. Federal Tax ID # (SSN if sole proprietor):


Department Information

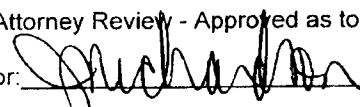
9. Requesting Department: **Louisville Metro Department of Public Health and Wellness**
10. Contact Person Name & Telephone: **Lora Reinhardt 574-5291/Ginger Dereksen 574-6665**

Contract Information


11. Not to exceed amount: **\$23,436**
12. Are expenses reimbursed? **No.**
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: **July 1st, 2008 – June 30th, 2009**
15. Coding: **2101- 605 - 4176 -411539 - 521376**
16. Scope & Purpose of the contract: **Contractual agreement with Teen Pregnancy Prevention Intervention, Inc. to provide Family Planning Services, including pregnancy and STD screenings, to approximately 350 unduplicated adolescents (11- 24 years of age).**


Authorizations


 County Attorney Review - Approved as to Form:


Department Director:  Date: 9/25/08

Signature certifies:

 Funds are available

 Contractor is registered and in good standing with the Revenue Commission

 Human Relations Commission registration requirements have been met

 Risk Management Division of Finance - Certifies Insurance requirements satisfied: 10-30-08

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____X_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

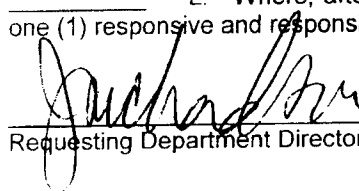
_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.


Requesting Department Director

 9/29/17
Date

**Mayor

Date

****Signature is required only for Written Finding A**

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as “**METRO GOVERNMENT**” or “**LMPHW**”, and **TEEN PREGNANCY PREVENTION INTERVENTION, INC.**, with offices located at 332 West Broadway, Louisville, Kentucky 40202, herein referred to as “**CONSULTANT**” or “**TPPI**”,

WITNESSETH:

WHEREAS, the LMPHW, in the exercise of its lawful duties has determined that comprehensive family planning services are essential to the operation of the Metro Government in fulfilling its legal responsibilities; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

C. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

D. The services of Consultant shall include but not be limited to the following:

1. TPPI hereby agrees to provide family planning services to teens:
 - a. Clinical examinations conducted by a Physician, Advanced Registered Nurse Practitioner, or Physician Assistant;
 - b. Education and counseling;
 - c. Laboratory services and tests;
 - d. A choice of medically acceptable contraceptives; and
 - e. Referral for other medical and social services as needed.
2. TPPI hereby agrees to complete a record on each client receiving family planning services and to report these services as required to the Kentucky Department for Public Health;
3. TPPI agrees to submit proper billing on all Kentucky Medical Assistance Program (Title XIX) recipients served by TPPI.
4. ~~TPPI agrees to submit the Family Planning Annual Report (FPAR) to the Metro Government by January 5, 2009, for the calendar year~~

Handwritten signature

DND

~~ending December 31, 2008. Copies of the Federal Tables and instructions for the FPAR are included in Attachment B. TPPI must use the attached form.~~

5. TPPI agrees to provide the above-described services without regard to religion, race, color, national origin, creed, disability, gender, sexual orientation, number of pregnancies, marital status, age and contraceptive preference.
6. TPPI agrees to make available to the Metro Government and to the Kentucky Department for Public Health upon request all medical and financial records relating to this Agreement for audits and reviews.
7. TPPI agrees to adhere to the Cabinet for Health Services' Family Planning Protocols and Standards, and to be bound by the same terms and conditions of the U.S. SHHS/PHS approved statewide plan.
8. TPPI agrees to collect fees from patients according to the Uniform Percentage Payment schedule and the current Cost Schedule adopted by the Secretary of the Cabinet for Health Services, or other approved payment schedule, and in accordance with the Federal regulations relating to charges for services.
9. TPPI agrees that all fees collected under this Agreement shall be used exclusively for the provision of family planning services under this Agreement.
10. TPPI agrees that no charge will be made for services rendered or contraceptives provided under this Agreement to any person from a low-income family except to the extent that payment will be made by a

third party which is authorized or under a legal obligation to pay this charge in accordance with applicable federal regulations.

11. TPPI agrees to send a representative to an annual meeting in Frankfort, KY for FPAR and Title X policy updates.

12. TPPI agrees to be in compliance with the Clinical Laboratory Improvement Amendments (CLIA) and to submit to the Metro Government a copy of the numbered certificate.

13. TPPI understands that the Metro Government will provide the following assistance to TPPI under this Agreement:

- i. Provide financial and technical assistance and project support to TPPI.
- ii. Disseminate pertinent information to TPPI, including, but not limited to, policies and guidelines from the State.
- iii. Provide limited training to TPPI personnel providing services under this Agreement.

II. FEES AND COMPENSATION

A. The Metro Government shall provide payment to Consultant for appropriately documented services rendered in accordance with Paragraph One (1) of this Agreement. The Metro Government agrees pay TPPI for the services rendered under this Agreement in monthly payments equivalent to one twelfth (1/12) of the total contract price as determined under the following terms: At the end of each semi-annual reporting period, the Metro Government will make adjustments to the contract amount to reflect actual billings and credits. These adjustments will consist of: 1) withholding funds from future monthly payments where the amount paid exceeds the actual billings

and credits received by the Metro Government; 2) paying additional funds withheld from monthly payments under this Agreement where the amounts paid are less than the actual billings and credits received by the Metro Government.

In no event will the total billings paid and credits charged through any month within the period provided under Section 2 of this Agreement exceed that total contract amount prorated to that date, and as paid in accordance with the terms stated herein. The total payments and credits under the terms of this contract shall not exceed **TWENTY THREE THOUSAND FOUR HUNDRED AND THIRTY SIX DOLLARS (\$23,436.00).**

The Metro Government may receive additional funds from its funding sources for the provision of services described in this Agreement. In the event that additional funding should become available, the Metro Government, in its discretion, may increase the provider allocations established in the preceding paragraph as follows: If additional services are required to relieve such additional allocations, TPPI may elect whether or not to provide such additional services. Any such additional services shall be provided under terms of an amendment to this Agreement between the Metro Government to TPPI.

TPPI understands and agrees that TPPI will be liable for any reduction in the Metro Government's funding for which TPPI is responsible. TPPI will be responsible for the share of the funding reduction that is caused by TPPI.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of

the hours expended in service under the contract and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. The Metro Government shall not reimburse any of Consultant's out of pocket expenses.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

E. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

III. DURATION

A. This Agreement shall begin July 1, 2008 and shall continue through and including June 30, 2009.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and

Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Schedule A attached hereto.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or

agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement

supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. MISCELLANEOUS Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the

unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.


Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or

subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

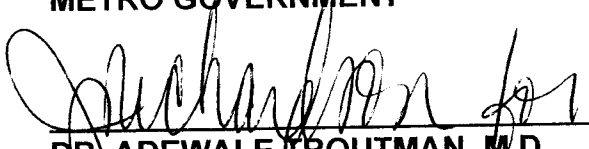
WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY:**


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 10/09/08

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**


DR. ADEWALE TROUTMAN, M.D.,
**DIRECTOR, DEPARTMENT FOR PUBLIC
HEALTH AND WELLNESS**

Date: 10/17/08

**TEEN PREGNANCY PREVENTION
INTERVENTION, INC.**

By: Susan Barnett, PhD

Title: Executive Director

Date: 10-15-2008

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Health Department - PSC with Teen Pregnancy Prevention Intervention Inc Fiscal Year 2008-2009 093008- [pr]

SCHEDULE A

**INSURANCE REQUIREMENTS FOR
PROFESSIONAL CONSULTANT**

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
2. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing before the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for to:
- Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

ATTACHMENT B

250 West Main Street, Suite 900
Lexington, Kentucky 40507-1724
859-425-7800 FAX 859-425-7809
www.kcml.com



Effective Date: 08/17/2008

Teen Pregnancy Prevention Intervention
332 W. Broadway Suite 404
Louisville, KY 40202

INFORMATION PAGES
FOR POLICY NUMBER - 329256

1. Policyholder:

Teen Pregnancy Prevention Intervention
332 W. Broadway Suite 404

Louisville, KY 40202

Agent:

Agency ID: 2618
Wells Fargo Insurance Services of KY Inc
PO Box 7809

Louisville, KY 40257-0809

Federal ID: 611421413
Entity type: Corporation

2. Policy Period:

Effective:

12:01 AM 08/17/2008

Expires:

12:01 AM 08/17/2009

3. Coverage, Limits and Endorsements:

A. Part one of this policy applies only to the Workers' Compensation laws of the Commonwealth of Kentucky.

B. Part Two of this policy (Employers Liability Insurance) is subject to the limits of our liability listed below:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

This policy includes these endorsements:

ENDORSEMENT CODE	ENDORSEMENT DESCRIPTION
KEMI 1	Tax Assessment
KEMI 6	Premium Due Date Endorsement
KEMI 2 02	Schedule of Additional Locations
WC 00 03 10 02	Sole Proprietors, Partners et al Inclusion
WC 00 04 03	Experience Rating for Modification Factor Endorsement
WC 00 04 06	Premium Discount Endorsement
WC 00 04 14	Notification of Change in Ownership Endorsement
WC 00 04 20	Terrorism Risk Insurance Act Endorsement

4. Classifications

8832-000	PHYSICIANS & CLERICAL
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CLASS RATING AND MANUAL PREMIUM DETAIL	EXPOSURE	RATE	PREMIUM
Teen Pregnancy Prevention Intervention			
08/17/2008 - 08/17/2009			
8832-000	56,328	.49	\$276.00
8832-000	25,783	.49	\$126.00

Total Manual Premium: \$402.00

PREMIUM CALCULATION DETAIL	TYPE	FACTOR	AMOUNT
08/17/2008 - 08/17/2009	Total Manual Premium		\$402.00
	Employers Liability Limits	.040	\$16.00
	Employers Liability Increased Limits Balance to Minimum Premium		\$134.00
	Total Subject Premium		\$552.00
	Total Modified Premium		\$552.00
Final Estimate	Total Standard Premium		\$552.00
	Expense Constant		\$200.00
	Estimated Annual Premium		\$752.00
	Kentucky Special Fund Assessment		\$48.88
	Total Amount Due		\$800.88

Please contact Center for Assistance at 859-425-7800 or 800-640-5364 with any questions.

The INFORMATION PAGES and all the forms and endorsements listed on it and included with it complete this policy. Coverage under this policy is provided by the Company named on the INFORMATION PAGES. In witness whereof we have executed and attested this policy.

Roger D. Price

ACORD CERTIFICATE OF LIABILITY INSURANCE

9/05/08

PRODUCER

Metrix Fargo Insurance Services
 Of Kentucky, Inc.
 P.O. Box 7809
 Louisville KY 40257-0809
 (502) 422-8444

INSURED

Peer Pregnancy Prevention Interventions
 P.O. Box 2363
 Louisville, KY 40201-2361

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE**COMPANY**

A Philadelphia Indemnity Ins Co

COMPANY

B Kentucky Employers Mutual Ins

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY	PHPK324454	8/05/08	8/05/09	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMMODITY AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				
<input type="checkbox"/> CONTRACTORS POLL				
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per acc party) \$ PROPERTY DAMAGE \$
<input type="checkbox"/> ANY AUTO				
<input type="checkbox"/> ALL OWNED AUTOS				
<input type="checkbox"/> LICENSED AUTOS				
<input type="checkbox"/> HIRE AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS				
DAMAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<input type="checkbox"/> ANY AUTO				
EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/> JENSEN'S FORM				
<input type="checkbox"/> GENIE SHAW LEBRELLA FORM				
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	329256	8/17/08	8/17/09	WC STAT: <input type="checkbox"/> <input type="checkbox"/> EMP STATE: <input type="checkbox"/> <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EMPLOYEE \$ 1,000,000
<input type="checkbox"/> THE PROPRIETARY PARTNERS/EXECUTIVE OFFICERS ARE				
<input type="checkbox"/> OTHER				
A Excess Auto Coverage	PHPK324454	8/05/08	8/05/09	
A Excess Liability Coverage	PHPK3243068	8/05/08	8/05/09	
B Workers Compensation Cove	329256	8/17/08	8/17/09	

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL ITEMS

The Louisville/Jefferson County Metro Government, its elected & appointed officials, employees, agents & subcontractors are added as Additional Insured for General Liability (only) as respects the operations of the Insured insured performed relative to the contract.

CERTIFICATE HOLDER

Louisville/Jefferson County
 Metro Government
 Department of Purchasing
 617 W. Jefferson
 Louisville, KY 40202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James E. Jones

ACORD CORPORATION 1988

Print Date: 01/24/08



**HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

018098	970	HPG	0281653213	from: 12:01 AM Standard Time on: 01/27/08 to: 12:01 AM Standard Time on: 01/27/09
Carole R Boudreau 4113 Mimosa View Dr Louisville, KY 40299-5831 Medical Specialty: Adult/Geriatric Nurse Practitioner				Code: 80965 Nurses Service Organization 159 East County Line Road Hatboro, PA 19040-1218 American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 6,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 10,000 aggregate			
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 10,000	per incident	\$ 25,000	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid	\$ 2,500 aggregate			
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above			
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit			
Personal Liability	\$1,000,000 aggregate			

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total Premium: \$ 727.40	QUESTIONS? CALL: 1-800-247-1500
G-121500-C G-121503-C G-121501-C G-145184-A G-147292-A G-144872-A G-123846-C16	
\$ 683.00 PREMIUM \$ 10.25 SURCHARGE \$ 34.15 LOCAL TAX	Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Irvin H. H.
Chairman of the Board

John M. H.
Secretary